

Patrick J. Murphy, WSB No. 5-1779
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 WILLIAMS, PORTER, DAY & NEVILLE, PC
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**IN THE UNITED STATES DISTRICT COURT
 FOR THE DISTRICT OF WYOMING**

BCB CHEYENNE LLC d/b/a BISON)	
BLOCKCHAIN, a Wyoming limited liability)	
company,)	
)	
Plaintiff,)	
v.)	Civil Action No. 23-CV-79-ABJ
)	
MINEONE WYOMING DATA CENTER)	
LLC, a Delaware limited liability company;)	
MINEONE PARTNERS LLC, a Delaware)	
limited liability company; TERRA)	
CRYPTO, INC., a Delaware corporation;)	
BIT ORIGIN, LTD, a Cayman Island)	
Company; SONICHASH LLC, a Delaware)	
limited liability company; BITMAIN)	
TECHNOLOGIES HOLDING COMPANY,)	
a Cayman Island Company; BITMAIN)	
TECHNOLOGIES GEORGIA LIMITED, a)	
Georgia corporation; and JOHN DOES 1-18,)	
related persons and companies who control)	
or direct some or all of the named)	
Defendants,)	
)	
Defendants.)	

**AMENDED EXHIBIT A
 TO BCB CHEYENNE LLC d/b/a BISON BLOCKCHAIN’S
 AMENDED SUBPOENA DUCES TECUM TO CLEANSARK, INC.
 IN A CIVIL ACTION**

CLEANSARK, INC. is commanded to produce copies of the following documents to
 Patrick J. Murphy at WILLIAMS, PORTER, DAY & NEVILLE, P.C. at 159 N. Wolcott Street, Suite

400, Casper, WY 82601, or by emailing the documents to pmurphy@wpdn.net by June 11, 2024 at 10:00 a.m., as follows:

DEFINITIONS

1. "Document" shall have the full meaning ascribed to it in Rule 34 of the Federal Rules of Civil Procedure and shall include every writing or record of every type and description, including, but not limited to, agreements, contracts, contract files, correspondence, memoranda, publications, pamphlets, promotional materials, studies, books, tables, charts, graphs, schedules, e-mails, text messages, photographs, films, voice recordings, reports, surveys, analyses, journals, ledgers, telegrams, stenographic or handwritten notes, minutes of meetings, transcripts, financial statements, purchase orders, vouchers, invoices, bills of sale, bills of lading, credit and billing statements, checks, manuals, circulars, bulletins, instructions, sketches, diagrams, computer programs, printouts, punch cards, tabulations, logs, telephone records, desk calendars, diaries, appointment books, computer data, tapes, and disks; and includes all drafts or copies of every such writing or record whenever a draft or copy of a document is not an identical copy of the original or where such draft or copy contains any commentary or notes that do not appear on the original.

2. "Communications" shall mean all written, oral, telephonic, electronic, e-mail, text, or other transmittal of words, thoughts, ideas, and images, including, but not limited to, inquiries, discussions, conversations, negotiations, agreements, understandings, meetings, letters, notes, telegrams, advertisements, press releases, publicity releases, trade releases, and interviews. The term "relating to" shall mean directly or indirectly mentioning or describing, comprising, consisting of, referring to, reflecting on, or being in any way logically or factually connected with the matter discussed.

3. The term “North Range” shall mean of, concerning, or relating in any way to the improved real property commonly known as 635 Logistics Drive in the City of Cheyenne, Laramie County, Wyoming 82009 and the related electrical power contracts with Black Hills Energy for the BCIS power (~45 megawatts) and expansion power (~25 megawatts).

4. The term “Campstool” shall mean of, concerning, or relating to the property known as Lot 1 Block 4 Venture Dr., in the City of Cheyenne, Laramie County, Wyoming 82007 and the related electrical power contracts with Black Hills Energy for the BCIS power (~30 megawatts) and expansion power (~30 megawatts).

DOCUMENTS REQUESTED

1. Produce a true, correct, and complete copy of CleanSpark, Inc.’s May 8, 2024 PURCHASE AND SALE AGREEMENT¹ (“PSA”) with MineOne Wyoming Data Center LLC, together with all schedules, attachments, and amendments to that PSA relating to North Range, Campstool, and electrical power contracts involving Black Hills Energy, as well as any subsequent/new agreements between CleanSpark, Inc. and MineOne Wyoming Data Center LLC, together with all schedules, attachments, and amendments relating to North Range, Campstool, and electrical power contracts involving Black Hills Energy.
2. Produce all the evidence (*i.e.*, all documents and communications) of any payment(s) anyone with CleanSpark, Inc. has made to the Escrow Holder, Republic Title of Texas, Inc., from May 8, 2024 to June 17, 2024² relating to North Range and/or Campstool pursuant to the PSA or any subsequent/new agreement between CleanSpark, Inc. and MineOne Wyoming Data Center LLC.
3. Produce a true, correct, and complete copy of the Escrow Agreement or contract with Republic Title of Texas, Inc. relating to the May 8, 2024 PSA, including any amendments thereto, as well as any new/subsequent agreements relating to North Range, Campstool, and electrical power contracts involving Black Hills Energy.

¹ <https://contracts.justia.com/companies/cleanspark-inc-7310/contract/1283284/>

² In the Court’s Order on Plaintiff’s *Emergency Motion*, the Court relied on what Ms. Colbath, MineOne’s counsel, represented to the Court when she stated: “There is no emergency present, no money has exchanged hands and no money will for at least 30 days [from May 17, 2024], and likely longer” [ECF 194 at p. 4]. As such, and given the June 11, 2024 request date of this subpoena, please produce a second round of documents and communications for Request #2 (*i.e.*, from June 12, 2024 through June 17, 2024) to Patrick Murphy on June 18, 2024, by 5:00 pm.

4. Produce true and complete copies of any and all correspondence (letters, emails, texts, wiring requests, wiring confirmations, receipts) that anyone with CleanSpark, Inc., or any agent, attorney or authorized representative of CleanSpark, Inc., has had with Republic Title of Texas, Inc., or anyone employed by or connected with Republic Title of Texas, Inc., especially Misti Michelle Ellis, since April 1, 2024, concerning or relating in any way to the PSA or monies to be held by Republic Title of Texas, Inc.
5. Produce true and complete copies of any and all correspondence (letters, emails, texts), from April 1, 2024 – June 11, 2024, by and between (a) anyone associated with CleanSpark, Inc., including any attorney representing CleanSpark, Inc., with (b) anyone associated with MineOne Wyoming Data Center, LLC, Terra Crypto, Inc., and/or MineOne Partners, Ltd., including any attorney representing MineOne Wyoming Data Center, LLC, Terra Crypto, Inc., and/or MineOne Partners, Ltd. (collectively, the “MineOne Parties”) and (c) any real estate agents, brokers, other agents and brokers, or third parties of, concerning, or relating in any way to: (i) North Range; (ii) Campstool; (iii) the bitcoin mining operations from facilities (the “PODS”) located, or previously located, at North Range; (iv) the negotiations between any of the MineOne Parties and CleanSpark, Inc. for the purchase of North Range and Campstool; and (v) the assignment or transfer of the electrical power services contract(s) with Black Hills Energy related to North Range and Campstool.
6. Please produce any and all Due Diligence Documents and communications any of the MineOne Parties has provided to CleanSpark, Inc. pursuant to the PSA or to the 5/29/24 Amended and Restated Purchase and Sale Agreement.
7. Please produce any and all Due Diligence Documents and communications CleanSpark, Inc. has provided to any of the Mine One Parties and/or to Republic Title of Texas, Inc. pursuant to the PSA or to the 5/29/24 Amended and Restated Purchase and Sale Agreement.
8. Please produce any and all documents and communications between representatives of CleanSpark, Inc. with representatives of the Committee on Foreign Investment in the United States (“CFIUS”) and the Biden-Harris Administration³ from May 1, 2024 to June 11, 2024.
9. Please produce any and all drafts of the “Disclosure Schedule” pursuant to Article 7 of the PSA including the final version and execution version incorporated into the PSA along with the corresponding email or other communication it was transmitted within and the dates each were exchanged between the MineOne Parties and CleanSpark, Inc. If the communication is in email format, please produce each .eml file. If the communication

³ <https://www.whitehouse.gov/administration/>

was in a digital signature format such as DocuSign, please provide the completed version with the digital envelope stamp and/or other identifying digital stamps, records, and certificates of completion.

Please also note: All documents and communication requests under this amended subpoena are being done so on an emergency basis. CleanSpark's counsel has been provided the protective order that was entered in this civil action on December 6, 2023. All documents and communication requested and provided under this amended subpoena will be treated as confidential under this civil action's Stipulated Protective Order.

Please email the documents and communication in the request above to pmurphy@wpdn.net by **June 11, 2024 at 10:00 a.m.**

RESPECTFULLY SUBMITTED this 31st day of May 2024.

BCB CHEYENNE LLC d/b/a BISON
BLOCKCHAIN,

Plaintiff

By:



Patrick J. Murphy, WSB No. 5-1779
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*Attorneys for Plaintiff BCB Cheyenne LLC
d/b/a Bison Blockchain*